
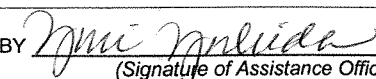


FORM 1511-1 United States Department of the Interior Bureau of Land Management <h2 style="text-align: center;">ASSISTANCE AGREEMENT</h2>		PAGE OF PAGES																					
		1. AGREEMENT NO. HAA 032N00																					
		2. TASK ORDER NO.																					
		3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT																					
NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.																							
4. NAME ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT																					
Yuri Yoshida Bureau of Land Management, OR952 P.O. Box 2965 Portland, Oregon 97208 503-808-6229		Jackson Soil & Water Conservation District 573 Parsons Drive, Suite 102 Medford, Oregon 97501 (541) 734-3143																					
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE		7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER																					
Bob Budesa Bureau of Land Management, Medford District Office 3040 Biddle Road Medford, Oregon 97504 541-618-2287		Charlie Boyer Jackson Soil & Water Conservation District 11630 Agate Road Eagle Point, Oregon 97524 541-826-9873																					
8. PROGRAM STATUTORY AUTHORITY P.L. 104-208 (Wyden Amendment), SRS, NFP & FLPMA		9. STARTING DATE Same as date in block 17c																					
10. EFFECTIVE DATE Same as date in block 17c		11. COMPLETION DATE 5 years from date shown in 17c																					
12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL GOVERNMENT <input type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (Specify) _____		13. FUNDING INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th style="width: 15%;">Recipient</th> <th style="width: 15%;">BLM</th> <th style="width: 15%;"></th> </tr> <tr> <td>This obligation</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Previous obligation</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Total Obligation</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Share Ratio</td> <td></td> <td>%</td> <td>%</td> </tr> </table>			Recipient	BLM		This obligation	\$	\$		Previous obligation	\$	\$		Total Obligation	\$	\$		Share Ratio		%	%
	Recipient	BLM																					
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Previous obligation	\$	\$																					
Total Obligation	\$	\$																					
Share Ratio		%	%																				
14. ACCOUNTING AND APPROPRIATION DATA																							
See individual task orders																							
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES.																							
Partnership with Jackson Soil and Water Conservation District for continued improvement and maintenance of both public and private lands, and the native resources that exist therein. Recognition and control of noxious weeds is imperative if the native habitats into which they encroach are to survive.																							
16a. NAME AND TITLE OF SIGNER (Type or print)		17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)																					
Barbara A. Niedermeyer, Chair		YURI YOSHIDA, ASSISTANCE OFFICER																					
16b. RECIPIENT	16c. DATE SIGNED	17b. UNITED STATES OF AMERICA	17c. DATE SIGNED																				
 (Authorized Signature)	9-24-03	BY  (Signature of Assistance Officer)	9/25/03																				

ASSISTANCE AGREEMENT
Between
The Jackson Soil & Water Conservation District
And
The Bureau of Land Management, Medford District
HAA032N00

I. Statement of Joint Objectives

- A. Purpose: This Assistance Agreement is entered into by the Bureau of Land Management (hereinafter referred to as BLM) and the Jackson Soil & Water Conservation District (hereinafter referred to as the J.S.W.C.D.), for the following purposes:
1. To provide a framework to coordinate stream, riparian, and upland restoration projects and management practices within Rogue Basin Watersheds, on public and private lands, that will improve watershed health.
 2. To coordinate comprehensive planning, assessment and programs for the strategic management of Rogue Basin Watersheds.
 3. To restore native species habitat and thereby native fish and wildlife species populations in Rogue Basin Watersheds.
 4. To provide joint opportunities for community-based education on the values and functions of Rogue Basin Watersheds.
 5. To share resources, between BLM and the J.S.W.C.D., including equipment, office space, and personnel expertise, where mutual benefit to public land management and overall watershed health would be realized.
 6. To provide a mutually beneficial process for BLM and the J.S.W.C.D. to jointly identify, communicate and coordinate actions of common concern relating to the management of public lands and resources.
 7. To meet legal, social, and economic expectations of local communities by coordinated watershed restoration, and become an example for possible partnership arrangements for other watershed stakeholders.
- B. Objectives: The Objectives of this Assistance Agreement are to 1) provide a means of joint cooperation between the BLM and the J.S.W.C.D. in order to improve watershed health within the Rogue Basin Watersheds and 2) provide for the transfer of funds and/or materials from BLM to the J.S.W.C.D. for project design, contract administration, and project implementation activities associated with restoration of the Rogue Basin Watersheds.
- C. Authority:

1. Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124), as amended (Public Law 105-277, Section 136)
2. Secure Rural Schools and Community Self Determination Act of 2000, Public Law 106-393
3. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b))

D. Benefits:

1. Public Benefits: This agreement will support a means for providing an effective cooperative working relationship between the BLM and the J.S.W.C.D., and combine technical expertise, funding and services toward the goal of restoring aquatic and upslope habitats to benefit native fish and wildlife species and water quality, including noxious weed control. These types of cooperative relationships help to more effectively address water quality and native species concerns in areas with intermingled private and public land ownership, and provide incentives for private involvement to resolve those concerns. This work also improves working relationships with partners involved in the effort and will provide employment and training opportunities for local residents.
2. J.S.W.C.D. Benefits: Increased funding, working relationship and functional partnership in the accomplishment of the J.S.W.C.D.'s responsibilities "to provide for the conservation of the renewable natural resources of the state and thereby to conserve and develop natural resources, control and prevent soil erosion, control floods, conserve and develop water resources and water quality, prevent impairment of dams, and reservoirs, assist in maintaining the navigability of rivers and harbors, preserve wildlife, preserve native habitats and environments through noxious weed control, conserve natural beauty, promote recreational development, protect the tax base, protect public lands, and protect and promote the health, safety, and general welfare of the people of this state." (ORS 568.225(1))

II. Definitions:

- A. Agreement: means this cooperative agreement
- B. Assistance Officer (AO): means the BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement, or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.
- C. Assistance Ordering Officer (AOO): means the BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TO's against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating,

and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A PI may be appointed by the AOO for the TO.

- D. Assistance Representative (AR): means the BLM's Assistance Representative. The AR is designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any way modify this agreement.
- E. BLM: means the Bureau of Land Management. May also be referred to as Bureau.
- F. CFR: means the Code of Federal Regulations
- G. J.S.W.C.D.: means Jackson Soil & Water Conservation District
- H. Fiscal Year (FY): means the Federal fiscal year, which extends from October 1 of one year through September 30 of the following year.
- I. Not-to-Exceed (NTE): means the maximum Federal funding amount.
- J. OMB: means the Office of Management and Budget.
- K. ORS means Oregon Revised Statutes
- L. Project Inspector (PI): means the BLM project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work, and for giving the J.S.W.C.D. representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.
- M. Project Manager: means the recipient's Project Manager
- N. Responsible Official: means the recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization, and commit the recipient to compliance with the terms and conditions of this agreement.
- O. Task Order (TO): means the order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

III. Project Coordination / Management Plan:

- A. BLM agrees to:
 - 1. Designate BLM personnel (District Coordinator) as the primary agency representatives to serve on J.S.W.C.D. committees and be the contact for initiation and consultation on issues of mutual interest and management proposals.

2. Make available resource professionals for technical assistance, when personnel and requested skills are available and approved by BLM. BLM will inform the J.S.W.C.D. if requested assistance cannot be provided within the needed time period.
3. Make recommendations, when requested, in a technical advisory capacity, on project design, and funding and implementation priority, on private lands. Make decisions on project design, and funding and implementation priority on federal lands.
4. Provide liaison with various government bodies, groups, and individuals, when conducting watershed analysis on federal lands or when involved in watershed assessments or a member in updating J.S.W.C.D. Watershed Action Plans.
5. Provide payments to the J.S.W.C.D. in accordance with Section V, Financial Support, and Section IXc, Payments, of this TO and applicable OMB and Treasury Regulations, up to \$400,000.

B. The J.S.W.C.D. agrees to:

1. Allow the BLM, its employees, agents, contactors and cooperators access to the project area for the purposes relating to the objectives of this agreement.
2. Provide the opportunity for BLM personnel to serve on J.S.W.C.D. committees.
3. Inform BLM of upcoming meetings and technical assistance requests in advance, and keep BLM informed of anticipated needs and scheduling.
4. Explore other means for project planning, design, implementation, and monitoring work to fulfill watershed restoration purposes including services of J.S.W.C.D. employees, volunteers, private consultants and partnerships.
5. Make decisions on project design, and funding and implementation priority on private lands, and coordinate interests, plans and resources on private lands, where negotiations are developing or agreements have been finalized.
6. Obtain a Private Land Use Authorization prior to commencement of project work outside the road right-of-way (ROW). Work conducted within the ROW does not require a Private Land Use Authorization. ROW widths are 15' for freeway/arterials, 10' for collector, and 6' for secondary/unpaved roads, measured from the edge of the pavement or edge of road.
7. Meet deadlines set by the BLM for submitting project proposals, signed Land Use Agreements, or other documentation necessary for BLM to commit Federal funds for restoration activities.

8. Comply with fire regulations as administered by Oregon Department of Forestry.
9. Submit form SF 424A and SF 424B with each TO in accordance with Section V, Task Orders.
10. Provide BLM with invoices for payment as spelled out in Section VI of this section.

C. Equipment and Facilities

1. BLM agrees to:
 - a. On an as-needed basis, provide equipment for program work including weed control equipment and supplies, and other general supplies on a “check-out” basis, in accordance with property management regulations.
 - b. Make office space and use of BLM computers available for special projects when requested by the J.S.W.C.D., on an as-available basis, and as approved by the BLM.
 - c. Allow use of conference rooms or other facilities, as scheduling allows, for J.S.W.C.D. meetings.
 - d. Supply the J.S.W.C.D. 1:24,000 scale USGS topographic maps, when requested, for coordinated projects.
 - e. Provide maintenance and normal repair of equipment provided.
2. The J.S.W.C.D. agrees:
 - a. To return loaned equipment or space at any time when needed by the Government, in such cases as a planned or emergency BLM activity.
 - b. That prior to requesting BLM equipment and supplies, reasonable attempts to procure or loan equipment and supplies from other sources including donations and “in-kind” will have been exhausted for a particular project.
 - c. To repair or replace damaged, lost, or stolen equipment, including damage to vehicles deemed the fault of the operator.
 - d. To request office space and computer use for special projects through the BLM District Restoration Coordinator.

D. Data Sharing

1. BLM agrees to:

- a. Forward single printed copies of non-proprietary watershed information when requested by the J.S.W.C.D. including completed watershed analysis iterations and appendix files, data files, maps, surveys, and inventories and other pertinent reports.
 - b. Maintain recent completed electronic watershed analysis iterations on the District web site.
 - c. Transfer single duplicate electronic copies of surveys and inventories such as ODFW fisheries surveys, BLM temperature monitoring, stream flow, and other non-proprietary information when specifically requested.
 - d. Retain one set of aerial photographs, available for the J.S.W.C.D. and public check-out on a first-come, first-served basis.
2. The J.S.W.C.D. agrees:
 - a. To respond to requests for information, to their best ability, which is necessary for watershed improvement or restoration project planning, implementation, monitoring, or watershed action plan revision.
 - b. To forward J.S.W.C.D. survey information to BLM when specifically requested for a coordinated project. Such information may include information pertaining to water temperature, aquatic habitat, roads and culverts, and wildlife sightings.

IV. Terms and Agreements

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until *, unless terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84.

V. Task Orders (TO)

A. Issuance. If any TO's are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location maps.
4. The delivery schedule or completion time which has been negotiated based on the

level of difficulty, site location, etc.

5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.

6. Any other detail or information necessary.

VI. Financial Support

- A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The J.S.W.C.D. hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.
- C. \$400,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the J.S.W.C.D. be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
- D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64.
- E. Program income for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65.

VII. Payments

- A. Electronic Funds Transfer Payments
 - 1. Payment under this agreement will be made by the Automated Clearing House (ACH).
 - 2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047
 - 3. If a designation has been submitted to the BLM under a previous agreement it is not

necessary to complete another SF-3881 unless you are changing your designation of financial institution.

- B. The J.S.W.C.D. shall be entitled to reimbursement or advance payment at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.
- C. If advance payments are made the J.S.W.C.D. must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.
- D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

VIII. Property Management and Disposition

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43CFR, Subpart F, Section 12.71 through 12.74.

IX. Deliverables and Reports

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the fiscal year. The performance report must be prepared in accordance with 43CFR, Subpart C, Section 12.80 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

X. Key Officials

- A. Assistance Officer (AO)
Yuri Yoshida, OR952
Bureau of Land Management
P.O. Box 2965
Portland, OR 97204
503-808-6229
Yuri_Yoshida@or.blm.gov
- B. Assistance Representative / Project Inspector
Bob Budes
Bureau of Land Management
3040 Biddle Road
Medford, Oregon 97504
541-618-2287
Bob_Budes@or.blm.gov
- C. Responsible Official for the Jackson Soil & Water Conservation District

Charlie Boyer, Coordinator
11630 Agate Road
Eagle Point, OR 97524
1-541-826-9873
horseman@internetcds.com

XI. Special Terms and Conditions

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a J.S.W.C.D. official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this task order shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. General Provisions.

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.
- C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.
- D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.
- F. 45 CFR Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, is incorporated by reference.
- G. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

- H. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- I. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are Individuals) and completed Form DI-2010 are incorporated by reference.
- J. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.
- K. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- L. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:
 - 1. None of the funds made available in this task order may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").
 - 2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.
- M. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.
- N. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to and sub-recipient, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal Government.

- O. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.